

DCS NO: 4994-1004-00-2.09.010

VASQUEZ BLVB/I-70 PHASE III-A SOIL SAMPLING

SCHOOL ACCESS AGREEMENT



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Northeast Montessori School
3503 Marion Street
Denver, Colorado

I will allow Environmental Protection Agency (EPA) staff and EPA's authorized representatives to have access to the property(ies) identified above for the purpose of collecting soil samples. I understand that soil collection and testing is being paid for by EPA.

I understand that soil collection and testing are part of an investigation of possible metals contamination in soils in the north Denver area. EPA is conducting this investigation as part of its responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act, a law also referred to as "Superfund".

John P. [Signature]
Print Name

10.27.99
Date

[Signature]
Signature

303.640.3534
Phone Number

Please check the following if applicable:

☒ I would like EPA to provide me with a portion of the sample, called a "split sample", that I may have analyzed at my own expense.

If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693.

Your Comments: Please coordinate testing with the center director, Ms. Michelle Leonard. Ms. Leonard can be reached at 303 795-2509.

PLEASE SIGN AND RETURN THIS ACCESS AGREEMENT TO OUR CONTRACTOR IN THE ENCLOSED PREPAID ENVELOPE. Sampling teams will visit the property twice. The first time, they will map the property and the second time they will collect samples. Soil sampling will take about 1 hour. If you would like to be notified when we plan to sample the property, please state so in the Comments section. Thank you for participating in this important study of your neighborhood.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

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DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Family Star Montessori School
1331 East 33rd Avenue
Denver, Colorado

ALSO own
ADJACENT
PLAYGROUND
& VACANT LOTS
At 33rd &
Humboldt
VACANT LOTS
will
soon be
A
MODULAR
CLASSROOM

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NANCY Willis for Family Star
Print Name

11-1-99
Date

Nancy Willis
Signature

303-477-7827
Phone Number

Please check the following if applicable:

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If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693.

Your Comments: WE WOULD LIKE THE LOTS SAMPLED ASAP.
WE ANTICIPATE CONSTRUCTION TO START ON THOSE
LOTS IN THE NEXT MONTH. WE WOULD LIKE
NOTIFICATION OF SAMPLING DATES + TIMES FOR ALL 3 AREAS.

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School, playground, VACANT



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Proposed location for a new school at
40th Avenue and Steele Street
Denver, Colorado

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Charles R. Kvadler
Print Name

11/2/99
Date

Charles R. Kvadler
Signature

303 575-4131
Phone Number

Please check the following if applicable:

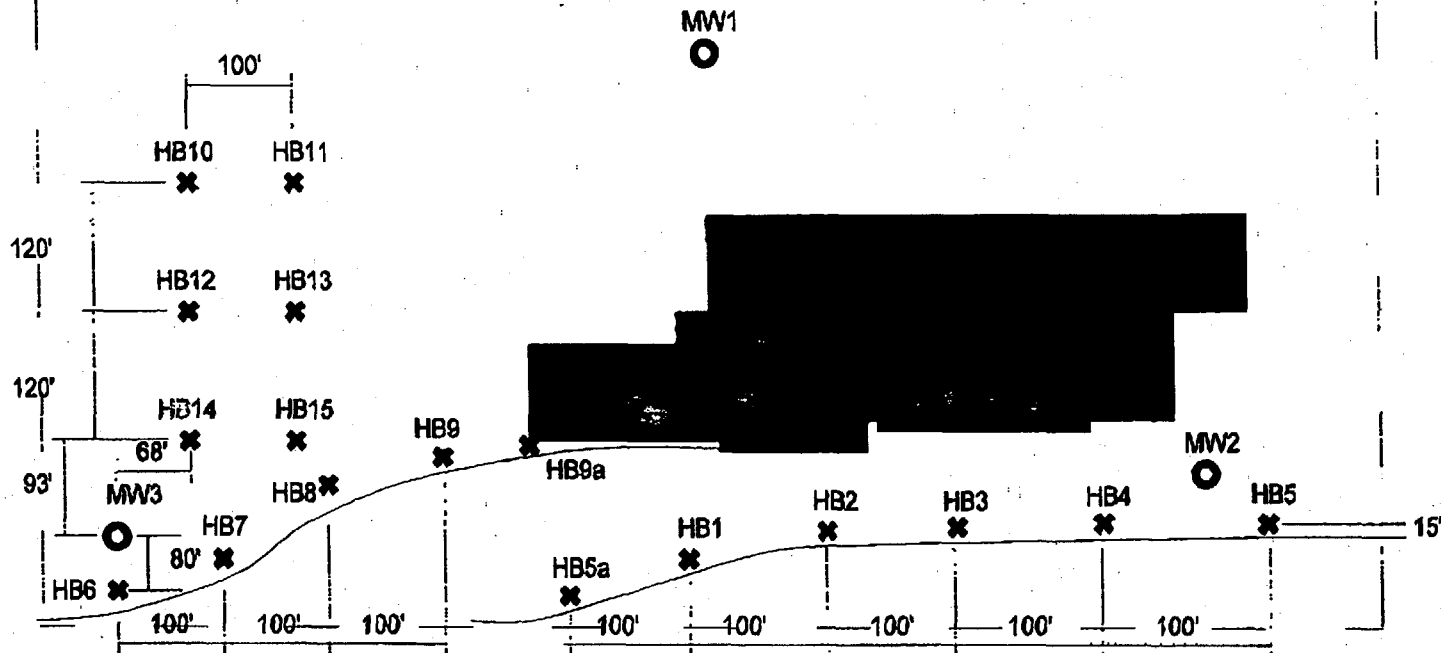
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Your Comments:

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3100 E. 40th Avenue



Expanded Sampling Plan for DPS/Nabisco (Charles Knadler)
By LMCI 3/4/99

SCALE: 1" = 100'

Zip code checked - 80205

Figure 1

2

Address and ZIP+4 Search Result

Your Input	Search Result
3100 E 40TH AVE DENVER CO	3100 E 40th Ave Denver CO 80205-3660

- [Browse addresses in this neighborhood.](#) [132 record(s)]
- [Find an address](#)
- [Top 5 reasons to browse addresses](#)
- [How to get your own copy of the address and ZIP+4 database](#)
- [If the above search result is drastically different from your input...](#)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Montessori-Garfield Headstart School
3993 Martin Luther King Blvd.
Denver, Colorado

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Meera Mani, President
Print Name

10/28/99
Date

Meera Mani
Signature

303-355-4411
Phone Number

Please check the following if applicable:

☒ I would like EPA to provide me with a portion of the sample, called a "split sample", that I may have analyzed at my own expense.

If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693.

Your Comments:

We would like a representative present when samples are collected. Convenient times are between 9:00 am. and 4:00 p.m. M-F. Please let us know when the visit is scheduled. You may contact Cathy McCarty at 303-355-4411 with this information.

PLEASE SIGN AND RETURN THIS ACCESS AGREEMENT TO OUR CONTRACTOR IN THE ENCLOSED PREPAID ENVELOPE. Sampling teams will visit the property twice. The first time, they will map the property and the second time they will collect samples. Soil sampling will take about 1 hour. If you would like to be notified when we plan to sample the property, please state so in the Comments section. Thank you for participating in this important study of your neighborhood.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Clayton Foundation Headstart School
3801 Martin Luther King Blvd.
Denver, Colorado

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Meera Mani, President
Print Name

10/28/99
Date

Meera Mani
Signature

303-355-4411
Phone Number

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ACCESS AGREEMENT

Wyatt-Edison School
3620 Franklin Street
Denver, Colorado

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Toni V. Phillips-Todd
Print Name

11 / 09 / 99
Date

Toni V. Phillips-Todd
Signature

303-308-2198
Phone Number

Please check the following if applicable:

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If you have any questions, please contact Ted Fellman at (303) 312-6119, or Marta Valentine from the Morrison Knudsen Corporation (EPA's contractor) at (303) 948-4693 .

Your Comments:

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ARCHDIOCESE OF DENVER
MANAGEMENT CORPORATION

1300 South Steele Street
Denver, CO 80210-2599
Phone: 303.722.4687

November 8, 1999

Marta Valentine
Morrison Knudsen Corporation
10822 West Toller Drive
Littleton, CO 80127

Re: Annunciation Catholic Church and School
- Lease with Our Lady of Grace Parish
- Request for Access to Parish property

Dear Marta:

Enclosed is an invoice for payment of the six months rent on the lease of property at Our Lady of Grace. Please make payment directly to the parish. I have not received a fully signed copy of the Lease as yet. Could you please send me one for my file?

I have received approval from Fr. Gene Emerisk, Pastor of Annunciation Parish, regarding access to the property for the soil collecting and sampling. I would ask that you contact him to let him know when you plan to do the sampling. His number is (303) 296-1024. The signed Access Agreement is also enclosed. We would like to incorporate the enclosed Attachment 1 - "Conditions requested by the Licensor" to the Access Agreement. If you have any questions about the attachment please contact Donna Barr, Director of Real Estate, at (303) 715-3194.

Sincerely,

Carol L. Walker
Real Estate Paralegal

Enclosures



ARCHDIOCESE OF DENVER
MANAGEMENT CORPORATION

1300 South Steele Street
Denver, CO 80210-2599
Phone: 303.722.4687

INVOICE

November 3, 1999

Morrison Knudsen Corporation
10822 West Toller Drive
Littleton, CO 80127

Re: Lease dated July 16, 1999
Term: July 16, 1999 - January 15, 2000

Rent Due \$2,400.00

Please make payment to:

Our Lady of Grace Catholic Church
2645 E. 48th Avenue
Denver, CO 80216



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET - SUITE 500
DENVER, COLORADO 80202-2466

ACCESS AGREEMENT

Annunciation School
3536 Lafayette Street
Denver, Colorado

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**THE ARCHDIOCESE OF DENVER,
a Colorado corporation sole**

Print Name

November 5, 1999

Date

By:

Raymond N. Jones
Signature **Raymond N. Jones, as
attorney in fact for Charles
J. Chaput, Archbishop**

(303) 715-3194

Phone Number

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Attachment 1
Conditions requested by the Licensor

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee, its contractors, agents, employees and servants shall have the right of reasonable ingress and egress to the Licensed Premises subject to the uses which Licensor and others are making thereof, with the specific understanding that Licensee shall be responsible for any damage suffered by Licensor and others as a result of Licensee's exercise of the rights herein granted.
2. In the exercise of its rights pursuant to this License Agreement, Licensee shall avoid any damage or interference with any installations, structures or improvements located upon the Licensed Premises. Additionally, Licensee shall not hinder nor interfere with the business and activities of Licensor, the owners of proximate land, or the tenants, subtenants, or other Licensees or any of them, or damage or interfere with any utilities or other facilities installed by Licensor or by any other person or entity to whom Licensor has heretofore conveyed or may hereafter convey easements or other rights in or with respect to the Licensed Premises.
3. All costs and expenses incurred in connection with Licensee's activities pursuant to this License Agreement shall be borne by Licensee.
4. Upon the completion of the term of this License Agreement, Licensee, at its sole expense, shall restore the Licensed Premises to substantially the same condition existing prior to such work.
5. Licensee shall defend, indemnify and save harmless Licensor, its successors and assigns, from and against any loss, expense (including attorney's fees) or damage incurred or suffered by Licensor, its successors and assigns, by reasons directly or indirectly arriving out of, caused (in whole or in part) by, or in any way connected with Licensee's use and occupancy of the Licensed Premises.
6. Licensee shall use its best efforts to not permit or suffer any lien to be put upon or arise or accrue against any part of the Licensed Premises in favor of any parties furnishing labor or material to Licensee. Licensee shall hold Licensor and the Licensed Premises free from and against any and all liens, or rights or claims thereof that may or might accrue under or be based upon any mechanic's lien law, now in force or hereinafter to be enacted, resulting from Licensee's use and occupancy of the Licensed Premises, and cause the same to be released.
7. Licensor shall have no responsibility, liability or obligation with respect to any property of Licensee at or in the Licensed Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

8. The term of this License Agreement shall expire upon_____ (the "Termination").

9. The Termination of this License Agreement shall not affect any rights, claims or cause of action based (in whole or part) on rights hereunder and events occurring prior to the Termination, all of which shall survive the Termination.